

" ORIGINAL "



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

Agricultural 2 WD Mowing Tractor

ITB Number: 10-0605 Contracting Officer: John Wight
Bid Opening Date: January 13, 2010 Pre-Bid Date: Not applicable
Bid Opening Time: 3:00PM (EST) Issue Date: December 22, 2009

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	Not applicable to this solicitation
Pre-Bid Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Mid State New Holland Inc Phone Number: 352-357-7930
E-mail Address: bill@midstatenewholland.com Contact Person: Bill Dale

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the purchase of three (3) agricultural 2 WD mowing tractors with enclosed cabs in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

John Wight, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: jwight@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, to reject any and all offers or waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract - Upon Acceptance of Goods or Services

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Method of Payment - Invoice for Single Delivery

The vendor shall submit an invoice to the County user department(s) that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference, or include a copy of, the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.7: Insurance

Not applicable to this solicitation

Section 1.8: Bonding Requirements

Not applicable to this solicitation

Section 1.9: Delivery Shall be forty-five (45) Days After Date of Order

The vendor shall make deliveries within forty-five (45) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Section 1.10: Liquidated Damages for Late Delivery

Failure to deliver the product(s) in accordance with the specifications and to the satisfaction of the County within the time stated shall cause the vendor to be subject to charges for liquidated damages in the amount of \$100.00 for each and every calendar day that the product or service is not delivered and accepted. As compensation due the County for loss of use and for additional costs incurred by the County due to such untimely delivery, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due the vendor.

Section 1.10.1: Delivery Times Specified

The vendor shall only be authorized to deliver items between the hours of 8:00AM and 5:00PM to Fleet Maintenance, 2300 W. Griffin Road, Leesburg, Florida 34748.

Section 1.11: Acceptance of Product by the County

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.12: Warranty Requirements for Equipment**A. Type of Standard Warranty Coverage Required**

The vendor shall supply a copy of the manufacturer's and/or supplier's certificates of warranty with its initial offer. If this written warranty is not provided in the initial offer, the vendor may be given the opportunity to submit this document to the County during the offer evaluation period in its best interest. The warranty certificates shall provide a comprehensive liability of all components which are covered under the standard warranty. Under no circumstances shall the County accept a standard warranty period of less than twelve (12) months from the date of acceptance of the equipment. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under the Standard Warranty

If repairs and/or parts covered under the standard warranty become defective and must be repaired and/or replaced by the vendor, the vendor hereby understands and agrees to complete the repair and/or supply the required parts, at no cost to the County, within five (5) working days (Saturdays, Sundays, and Holidays excluded) after the request for such repairs and/or parts is made by a County representative. If the vendor fails to complete the repair and/or supply the parts within this prescribed period, the County may, at its sole option, take any of the following actions: (a) deduct \$250.00 for each working day that the repair remains incomplete and/or the parts are not delivered; (b) obtain the repair and/or parts from another source; and/or (c) place the vendor in default of its contract. If, in the course of exercising these options, the County incurs additional costs, the County shall charge the vendor for the costs; either through a credit memorandum or through invoicing.

C. Type of Warranty Coverage Required for Repairs and Parts

In addition to the standard warranty, it is hereby agreed and understood that all repairs and replacements parts supplied by the vendor shall be warranted for a minimum period of ninety (90) calendar days after the repairs and/or parts have been received and accepted by the County.

D. Correcting Repeat Failures Covered Under the Warranty for Repairs and Parts.

If any warranty repair experiences a repeat failure within fifteen (15) calendar days following the repair due to faulty workmanship supplied by the vendor, the vendor hereby understands and agrees that it will repair the failure and incur any and all costs associated with the repeat failure within one (1) working day after notification of the failure by a County representative. If the vendor fails to complete the repair and/or supply the parts within this prescribed period, the County may, at its sole discretion, deduct \$250.00 for each working day that the repair remains incomplete and/or the parts are not delivered; either through a credit memorandum, a deduction from an appropriate invoice from the vendor, or through a separate invoice from the County.

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and one (1) complete copy of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number).\" Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed by total cost. (or alternate lease cost)
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.

- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.15: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.16: "Equal" Product Can be Considered

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the

specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.17: Presentations/ Post-Closing Discussions

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct post-closing discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.18: Repair, Parts, and Operator's Manuals to be Provided

The vendor shall supply the County with a minimum of two (2) comprehensive repair, parts, and operator's manuals which identify the component parts, and which describe the appropriate process for repairing and/or operating the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Section 1.19: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.20: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.21: Service Facilities Shall be Provided in Central Florida by the Vendor

Offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

SCOPE OF SERVICES

The County is seeking proposals for the purchase of three (3) agricultural 2 WD mowing tractors with enclosed cabs for the Lake County Department of Public Works – Road Operations Division. Used equipment will not be considered.

The agricultural 2 WD mowing tractors shall meet all applicable requirements of the American National Standard Institute (ANSI) Safety Standard as required by the Occupational Safety and Health Administration (OSHA) at the time of manufacture.

Awarded contractor shall provide on-site operator and mechanic training upon delivery of compactor.

The County will not accept prototype equipment.

The equipment shall be built for the U.S. Market and sold or leased by a factory-authorized dealer.

The equipment proposed on this request shall be the manufacturer's standard equipment with no alterations. The County will not lease or purchase altered equipment or custom designed equipment unless expressly provided for in this proposal document.

The contractor shall furnish all tools and equipment (if necessary) for normal field adjustment of the awarded equipment. Prices for the foregoing shall be included in the proposal price.

Description: The following description covers the requirements for an agricultural 2 WD mowing tractor with an enclosed cab similar or equal to a New Holland T506, Kubota M8540, or Case IH Farmall 95U.

Please mark if required specifications are met by checking the appropriate line.

1.0 General (Weight, Dimensions, Capacities)

1.01 Machine Make

Make: New Holland

1.02 Machine Model

Model: T5060

1.03 Basic Overall Length: 161 inches Maximum

Y ☒ N ☐ Length: 160.8

1.04 Overall Height with ROPS/FOPS: 109 Maximum

Y ☒ N ☐ Height: 100.8

1.05 Weight with ROPS/FOPS: 7825 pounds Minimum

Weight: 7850

1.06 Wheel base: 92 inches Maximum

Y ☒ N ☐ WB: 92

1.07 Paint: Powder Coated or Epoxy List Color

Y ☒ N ☐ Color: Blue

1.08 Fully enclosed cab with Heat and A/C

Y ☒ N ☐

1.09 Fully adjustable operators suspension seat

Y ☒ N ☐

1.10 Road Lighting package - Headlights, Turn / Stop

Y ☒ N ☐

1.11 Work lights front and rear, Flashing Beacon

Y ☒ N ☐

1.12 Hydraulic Power Steering Tilt & Telescoping Wheel

Y ☒ N ☐

2.0 Engine – Power train

Make: New Holland

SECTION 2- STATEMENT OF WORK

ITB Number: 10-0605

- 2.01 Engine Make and Model Model: 274 cu. inch
Y X N ____
2.02 Diesel, turbo charged US EPA tier 3 emissions Y X N ____
2.03 Horsepower (gross): 105 @ 2,300 RPM Y X N ____ HP 105 @ 2300
2.04 Visual and audible alarms for Oil Press. and Temp. Y X N ____
2.05 Fuel Capacity: 33.5 gallons Minimum Y X N ____ Capacity: 33.5
2.06 Forward Speeds: 19 mph Minimum Y X N ____
2.07 Transmission: 12x12, mechanical shuttle Y X N ____
2.08 Front 7.50 x 16, 6 ply Y ____ N X Size 10.00 - 16
2.09 Rear Tires 18.4 x 30, 6 ply Y X N ____ Size 18.4 X 30
- 3.0 PTO System / Hitch**
3.01 Independent 540 RPM rated @ 90 Hp Y X N ____ RPM 2300 @ 90
3.02 Electro Hydraulic Engagement Y ____ N X
3.03 Category II - 3 point Hitch with Flex Arms Y X N ____
3.04 Hitch Capacity 5,745 lbs Minimum Y X N ____ Cap. 5745
- 4.0 Hydraulics**
4.01 Open Center System Pressure 2,800 PSI Minimum Y X N ____
4.02 2- Section remote open center valve w/16 GPM flow Y X N ____
- 5.0 Service, Parts, and Operator Manuals, Warranty, Delivery Time**
5.01 Provide complete literature and specifications Y X N ____
5.02 Provide 2 copies of Parts, Service, & Operator Manual Y X N ____
5.03 State Warranty Period (including parts and labor) Warranty Period 24 months
5.04 Specified Delivery Time (Not to exceed 60 days) Y X N ____ Days: 60

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions or requirements, but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may

not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid opening date. Such inquiries shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder is required to submit with its bid a signed "Acknowledgment of Addenda" form when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid opening date.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid opening date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as a prime contractor or

subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.

- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

3.6 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further

limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the

interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control

of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.36 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: Agricultural 2WD Mowing Tractor**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☒ No Addendum was received in connection with this ITB.

PRICING SECTION

Purchase of three (3) agricultural 2 WD mowing tractors (NEW) with an enclosed cab similar or equal to a New Holland T506, Kubota M8540, or Case IH Farmall 95U.

Item Number	Item Description	Unit	Quantity	Unit Price	Extended Price
1.	New Holland T5060 Tractor	Ea	3	33,024. ⁰⁰	99,072. ⁰⁰
Inspection Location	Mid State New Holland 1255 CR 44 EUSTIS, FL				
Machine Make	New Holland				
Machine Model	T5060				

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 10-0605

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Please certify whether the bidder will accept payment processed through the County's VISA- based electronic payment system: ☐ Yes ☒ No (Check one)

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Conflict of Interest Disclosure Certification

No employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud. ☐ Yes ☐ No (Check one)

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: Mid State New Holland, Inc
Street Address: 1255 County Road 44 EUSTIS, FL 32736
Mailing Address (if different): _____
Telephone No.: 352-357-7930 Fax No.: 352-357-7830 E-mail: bill@midstatenewholland.com
FEIN No. 26 - 0270153 Prompt Payment Terms: _____ % _____ days, net _____
Signature: R.B. Dale Date: 1-11-2010
Print Name: R.B. Dale Title: President

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☒ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____
Signature of authorized County official: John Wight Date: 2/23/10
Printed name: JOHN WIGHT Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

Agency	Orange County Fleet
Address	4400 S. Vineland Rd
City,State,ZIP	Orlando, FL 32811
Contact Person	June Peredo
Telephone	407-836-8204
Date(s) of Service	2007- Present
Type of Service	Parts Contract - New Holland
Comments:	Service

Agency	City of Mount Dora
Address	P.O. Box 176
City,State,ZIP	Mount Dora, FL 32757
Contact Person	Jimmy - Parts Dept.
Telephone	352-735-7176
Date(s) of Service	2007- Present
Type of Service	Parts, Service, Equipment
Comments:	

Agency	Volusia County Fleet
Address	1270 Indian Lake Rd
City,State,ZIP	Daytona Beach, FL 32124
Contact Person	Jim - Parts
Telephone	386-254-1593
Date(s) of Service	2007- Present
Type of Service	Parts Contract - New Holland
Comments:	